thereby. *Benthin* v. *R. R. Co.* 24 N. Y. App. 303; *Tucker* v. *Ry. Co.* 53 N. Y. App. 571. So if it has running powers over the line of another company, it is responsible to its own passengers for negligence of the other company, no matter what the arrangement with said company, because of the contract to carry and the consequent implied contract of due care in all the agencies to be employed. HUTCHINSON ON CARRIERS, § 514. Where a company, without authority divests itself of its duties to the public, as by lease to another, it is liable to passengers for injuries arising from its own failure to keep the road in order or for such other's negligence. *Abbott* v. *R. R. Co*, 80 N. Y. 27; *Nelson* v. *R. R. Co.* 26 Vt. 717. By the weight of authority, if the lease be authorized, the lessor is not liable for injuries arising from the negligent operation of the road by the lessee, but is liable for breach of duty to the public in the construction of tracks, buildings, etc. *Nugent* v. *R. R.* 80 Me. 62; *R. R.* v. *Phinazee*, 93 Ga. 488; ELLIOTT ON RAILROADS, § 467. If one company merely permits another to make use of its track it is responsible to its own passengers for injury to them from negligence of the other company. *R. R.* v. *Barron*, 5 Wall. (U. S.) 90: *McElroy* v. *R. R.* 4 Cush. (Mass.) 400; though a contract to use a track is not necessarily a lease. *U. P. Ry.* v. *C. R. I. & P. Ry.* 51 Fed. 309. It will also be liable for animals negligently killed, or for damage by fire caused, by such other company. *R. R. Co.* v. *Hinebaugh*, 43 Ind. 354; *R. R. Co.* v. *Salmon*, 39 N. J. L. 299. As to whether a company, by giving permission to another to use its tracks, owes a duty to the passengers of the other road, some cases, with the principal case, hold it not responsible. *March* v. *R. R.* 9 Foster (N. H.) 9; WOOD ON RAILWAY LAW, § 325. Others hold it responsible. *R. R.* v. *Lane, Admr.* 83 Ill. 448; *R. R.* v. *Phenazee, supra.* In such a case, if the injured person founds his claim on contract, he will fail, as there is no privity between him and the company. ELLIOTT ON RAILROADS, § 475; *Nugent* v. *R. R. supra.*

CHATTEL MORTGAGE—SUFFICIENCY OF DESCRIPTION.—A description in a chattel mortgage of the property as "five hundred bushels of yellow corn" at a certain place, when there was a greater quantity of the same kind in the pile, *Held*, sufficient. *McCormick, etc., Co.* v. *Reynolds* (Neb. 1901), 88 N, W. Rep. 530.

On principle this decision is contrary to the great weight of authority, *Stonebraker* v. *Ford* (1884) 81 Mo. 532; *Moore* v. *Brady* (1899), 125 N. C. 35. There are no cases directly supporting the proposition. The basis for the opinion is the analogy to the doctrine that a valid sale may be made of an undesignated aliquot part of a large mass of uniform quality, Even as to this there is certainly a conflict of authority, though it is stated in respect to grain, that the American courts largely support the affirmative view. MECHEM, SALES §§ 713, 716. The rule has been opposed in sales on the ground that confusion and fraud might easily result. *Ferguson* v. *Northern Bank* (Ky. 1897), 14 Bush 555. The same objections may be urged in case of a mortgage.

CONFLICT OF LAWS—STATUTE OF FRAUDS—STATUTE AFFECTING REMEDY—REPRESENTATIONS AS TO ANOTHER'S CREDIT.—A statute of Michigan prohibited the bringing of an action upon an unsigned representation as to another's credit, and the representation was made in New York, where it would have been actionable, but suit was brought in Michigan. *Held*, that the statute affected the remedy and not the right, and that suit could not be maintained. *Third Nat. Bank* v. *Steel*, (Mich. 1902) 88 N. W. Rep. 1051.

This is the view of the English authorities. *Leroux* v. *Brown* (1852), 12 C. B. 801; DICEY CONFLICT OF LAWS, 713. In this country there is a decided conflict. The doctrine is firmly upheld in some jurisdictions, *Kleeman* v. *Collins*, (Ky. 1872) 9 Bush 460; *Obear* v. *First Nat. Bank* (1895), 97 Ga. 587. But has received strong dissent in other states. *Cockran* v. *Ward*, 5 Ind. App. 89, 51 Am. St. R. 229; *Wolf* v. *Burk*, (1892) 18 Colo. 264. The distinction in the principal case appears to be based on technical differences of language and not on the intent of the statute. 19 L. R. A. 792, note.

CONSTITUTIONAL LAW—14TH AMENDMENT—CLASS LEGISLATION—LICENSE LAW.—An act imposed a greater license tax on those domestic corporations having their principal place of business or chief works outside of the state: *Held*, constitutional and not discriminative within the inhibition of the 14th amendment. *Blue Jacket Copper Co.* v. *Scherr*, (W. Va. 1901), 40 S. E. Rep. 514.

There is no doubt about the power of the legislature to classify. *Barbier* v. *Conolly*, (1885 113 U. S. 27. This classification may "proceed upon any difference which has a reasonable relation to the object sought to be accomplished." *Atchison etc., R. R., Co.* v. *Matthews* (1889), 174 U. S. 96. And the state may for that purpose adapt the laws to the conditions as found. *Clark* v. *Kansas City* (1900) 176 U. S. 520. A difference in the conditions of persons following